KW-4

BANGALORE DEVELOPMENT AUTHORITY

T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

Tel: (080) 23442271/73/74

IFT No.**BDA/2023-24/EL/Work_Indent34** **Dated: 12.03.2024**

SECTION 1: INVITATION FOR TENDER (IFT)

For

"*Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.* " under Two Cover System

(Through GOK e – Procurement Platform https://kppp.karnataka.gov.in)

1. The **Executive Engineer (Electrical)**, Bangalore Development Authority (BDA), Bangalore – 560 020, on behalf of the **Commissioner, BDA, Bangalore,**invites tenders from eligible tenderers *(registered with Karnataka PWD, CPWD, MES, NHAI, Railways and National Highways, Individual Firms, Partnership Firms, Companies, Public Sector Undertakings having suitable Technical, Financial and Managerial Capabilities satisfying the Minimum Eligibility Criteria having valid Class-1 or super grade electrical licensee),*for the construction of works detailed in the Table below. The tenderers to submit tenders for all of the works given in the Table.
   Two Cover Tender procedure **as per Rule28 of the KTPP Act** shall be followed. The Tenders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender Document may be downloaded from the Government of Karnataka e – Procurement Website https://kppp.karnataka.gov.in under login for Contractors. After login to Contractors, please scroll down to the right side bottom to see List of Tenders, please click there to find the Details of Notice Inviting Tender and download copy of the Tender Document. The Tender can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Tenderers who wish to participate shall remit online Transaction Fee for the Tender Document after registering in the Portal. The Transaction Fee is non refundable.

3. Tenders must be accompanied by Earnest Money Deposit (EMD) of **Rs. 3.35 Lakhs (Rupees Three lakhs & Thirty five thousand only),** of which Rs. 1.00 lakh (Rupees: One lakh only) shall be paid online through e – Procurement Portal using any of the following Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the balance amount of Rs.2.35 Lakhs (Rupees Two lakhs & Thirty five thousand only) in the form of Bank Guarantee (BG) only. EMD shall have to be valid for 45 days beyond the validity of the tender.

4. Tenders must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. First Cover of the Tenders will be opened at the Prescribed Time and Date as mentioned in the e – Procurement Portal in the presence of the Tenderers who wish to attend at the ***Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020.***

5. Pre Tender Meeting

The Tenderer or his Authorized Representative is invited to attend a Pre Tender Meeting, which will takes place at the location, date and time as given in Calendar of Events. The Tenderers are requested to submit Queries if any in Writing or by Cable to reach the Employer not later than date and time as given in Calendar of Events.

6. Other details can be seen in the tender documents.

TABLE:

No.	Name of work	Approximate value of work (Rs.)	Earnest Money Deposit (EMD) (Rs.)	Cost of tender document (non-refundable) (Rs.)	Period of completion (including monsoon)	Operation & Maintenance Period
1	2	3	4	5	6	7
1	***Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.***	*3.35 Crores*	*3.35 Lakhs*	*Refer e-Procurement website.*	*12 months*	*DLP Period*

7. Scope of Tender:

SCOPE OF WORK	**DESCRIPTION OF WORKS**
Extension of HT/LT lines, reconditioning/repairs of Distribution transformers and connected accessories	1. The said project, which includes following items. • Supply & erection of Transformer. • Supply & erection of 9mtr RCC/PSCC/PSC pole. • Drawing of HT/LT Overhead lines. • Maintenance/ making of transformer centre earthing. • Supply & Drawing/laying of cable. • Repair of failed 100KVA & 250KVA Distribution transformer. • Supply & filling up of Transformer oil

The successful Bidder will be expected to complete the works of *Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.* within 12 (Twelve) months (including monsoon) from the date of commencement of the works. It is clarified that the Works will be deemed to have been commenced from the date BDA issues the **notice to proceed** with respect to the Works. In addition, the successful Bidder will be required to operate and maintain the works for DLP Period (including monsoon) after completion of the Construction Works and acceptance by BDA ("O&M Works").

The Works shall include all Electrical, civil and all Safety Aspects and any other Works required for the Construction and Completion of the Works in all respects and to the Satisfaction of the Employer.

All the Design Criteria shall be as per relevant BIS, IEC standards and other Relevant Standards and prevailing Bye Laws and the same shall be got approved

from the employer. The bidder shall quote total amount for the whole of works including all statutory (Excluding KPTCL, BESCOM ,BWSSB, BBMP, RAILWAYS,) deposits prevailing at the time of execution including obtaining no objection certificate from police, BESCOM, KPTCL, WSSB, Fire fighting, Pollution Control Board, BBMP, NHAI, RAILWAYS, KRDCL, GAIL Local Panchayat and other statutory necessary permissions.

8. The Conditional Tender will be rejected.
9. For those Tenderers whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.
10. The Bangalore Development Authority reserves the right to reject any or all of the bids without thereby incurring any Liability or Obligation to inform the Tenderers of the Reasons for such action. Interested Eligible Tenderers may obtain further information at the Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020 on any Working Day during Working Hours.
11. All the Participants shall produce all the Original Documents for Verification whenever necessary.
12. Bidders can access tender documents from the website and upload the required details those are mentioned in different sections in the bid document into electronic tender box on the website. Scanned documents those are required to be furnished as per bid document shall be submitted through e-portal preferably and PDF format for clear vision.
13. Bangalore Development Authority reserves the right to cancel or amend the entire or part of this process of invitation at any time without assigning any reason.
14. Other details can be read from the tender documents.

15.<u>Calendar of Events:</u>

Period of Download of Tender Document	13.03.2024
Last Date and Time for Receipt of Pre Tender Queries	19.03.2024 up to 11-00 hrs
Date and Time of Pre-Bid meeting	19.03.2024 At 15:30 Hrs
Place of Pre Bid meeting	Office of the Engineer Member, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020
Last date and Time of submission by uploading the filled tender document is	03.04.2024 upto 16-30 hrs.
Date and Time of opening of Cover One of Tenders (Technical bid)	04.04.2024 at 17-00 hrs.
Place of Opening of Cover One of Tenders (Technical bid)	Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020
Date and Time of opening of Cover Two of Tenders (Financial bid) After approval of technical Bids	06.04.2024 at 11:00 Hrs and Will be intimated to the Qualified Tenderers
Address for Communication	Office of the Executive Engineer (Electrical), Electrical Division, Bangalore Development Authority, T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020 E-mail Address: eeelec.bda@gmail.com

-Sd-
Executive Engineer (Electrical),
Electrical Division, BDA,

T. Chowdaiah Road, Kumar Park West, Bangalore – 560 020

Copy submitted for kind information to:

(a) The Commissioner, BDA, Bangalore.
(b) The Engineer Member, BDA, Bangalore.
(c) The Finance Member, BDA, Bangalore.

Contents

Section No.	Description	Page No.
2	INSTRUCTIONS TO TENDERERS (ITT)	
3	QUALIFICATION INFORMATION	
4	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	
5	CONDITIONS OF CONTRACT (CC)	
6	CONTRACT DATA	
7	SPECIFICATIONS	
8	DRAWINGS	
9	BILL OF QUANTITIES	
10	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	
11	FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	

SECTION 2: INSTRUCTIONS TO TENDERS (ITT)

Table of Clauses

Page No.

A. General

1 Scope of Tender
2 Eligible Tenderers
3 Qualification of the Tenderer
4 One Tender per Tenderer
5 Cost of Tendering
6 Site Visit

B. Tender Documents

7 Content of Tender Documents
8 Clarification of Tender Document
9 Amendment of Tender Documents

C. Preparation of Tenders

10 Documents comprising the Tender
11 Tender prices
12 Tender validity
13 Earnest money deposit
14 Format and signing of Tender

D. Submission of Tenders

15 Sealing and marking of Tenders
16 Deadline for submission of Tenders
17 Late Tenders
18 Modification and Withdrawal of Tenders

E. Tender opening and evaluation

19 Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers
20 Opening of Second Cover Tenders of qualified Tenders and evaluation
21 Process to be confidential
22 Clarification of Tenders
23 Examination of Tenders and determination of responsiveness
24 Correction of errors
25 Evaluation and comparison of Tenders

F. Award of contract

26 Award criteria
27 Employer’s right to accept any Tender and to reject any or all Tenders
28 Notification of award and signing of Agreement
29 Security deposit
30 Advance payment and Security
31 Corrupt or Fraudulent Practices

A. General

1. Scope of Tender

1.1 The Executive Engineer, (Elec) Electrical Division BDA, Bangalore. (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure by e-tendering, from eligible Class I/super grade Electrical contractors for electrical works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

Scope of work includes Supply & erection of 9mtr RCC/PSCC/PSC poles, Repair of failed 100KVA & 250KVA Distribution transformer, topping up of transformer oil,Supply & Stringing of coyote/Rabbit conductor/ Ab cable, The Scope of work also includes obtaining approval from GM(QS&S), BESCOM, obtaining approvals from BESCOM & Electrical inspectorate, Police, BWSSB, Fire fighting, Pollution Control Board, NHAI, and other statutory necessary permissions.

The entire system has to be handed over BESCOM under due acknowledgement. All materials, equipments shall strictly conform to relevant standards as per BIS/ISI/IEEE. Necessary line clears are to be obtained from KPTCL &BESCOM duly observing official procedures & also safety precautions as per I.E. Rules/ KERC procedures. Final settlement of bills will be made only after production of acknowledgement.

The defect liability period shall be as per the tender condition from the date of handing over the work finally to BESCOM. Further during the defect liability period the contractors shall be responsible for maintenance of the works executed by them at their own cost.
All released materials shall be handed over to BESCOM under acknowledgement.
Prior approval shall be obtained for makes of materials to be supplied & used for the work. Stage inspection shall be arranged for above items.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable**.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e, 2018-2019 to 2022-2023) the following.

(a) Achieved in at least two financial years a minimum financial turnover of not less than two times the estimated annual payments under this contract (Rs**.6.70 crores**) (in all classes of electrical engineering works only).

(b) Satisfactorily completed (at least 50% of the contract value) as prime contractor at least one similar work such as providing electrical infrastructure/Extension of HT/LT lines, reconditioning/repairs of Distribution Transformer & Accessories in layout/apartments for value not less than Rs.**1.68 crores**.

(c) Executed in any one financial year, the following minimum quantities of works.

i) Supply & erection of Transformer centre-08 Nos
ii) Supply & erection of 9mtr RCC/PSCC/PSC pole-32 Nos
iii) Drawing of HT/LT Overhead lines- 7.90Km
iv) Repair /Maintenance/ making of transformer, Transformer centre earthing-75Nos
v) Supply & Drawing/laying of cable-2.4 Km
vi) Supply & filling up of Transformer oil-7.84 KLtrs

3.3 Each Tenderer should further demonstrate:
(a) Availability by owning or by hiring following.

Sl no	Equipment	No/ capacity
1	Electrical Safety equipment.	As per quantum of work.
2	Electrical Tools & plant	01 Nos
3	Stocking yard	1 Nos.

(b) Liquid assets and / or availability of credit facilities of not less than Rs.1.005 crores.

3.4.1 To qualify for a package of contracts made up of this and other contracts forwhich tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above… (Not applicable)

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A *N*1.5 - B)

Where.

A = Maximum value of electrical engineering works executed in anyone year during the last five years *(updated to 2023-24 price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next one year *(period of completion of the works for which Tenders are invited)* *

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

3.8 In the case of death of a Contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

4. One Tender per Tenderer: Not Applicable

4.1 The agencies are permitted to quote for any number of works (out of the 5 works) but only one work will be awarded out of the works quoted. If any agency is found to have quoted the lowest in more than one work, the work for which the lowest percentage is quoted will be considered. Further if it is found an agency has quoted similar percentage in more than one work, the work with the lowest tender amount shall be considered

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 3:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 10 days prior to the deadline for submission of tenders. Employer's response will be posted on e-procurement web site including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

8.2.1 The tenderer or his authorised representative is invited to attend a pre-tender meeting which will take place at Office of the Engineer Member, Bangalore Development Authority on as per the calendar of events notified
8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage
8.2.3 The tenderer is requested to submit any questions in writing to reach the Employer not later than the time & date notified.
8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be posted on the web site without delay. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 **First Cover :**

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3.

10.1.2 **Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

13.1 Tenders must be accompanied by **Earnest Money Deposit (EMD)** of Rs. 3.35 Lakhs (Rupees Three lakhs & Thirty five thousand only), of which Rs. 1.00 lakh (Rupees: One lakh only) shall bepaid online through e – Procurement Portal using any of the following Payment Modes: **CreditCard, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC) and the** balance amount of Rs.2.35 **Lakhs** (**Rupees Two lakhs & Thirty five thousand only**) **in the form of Bank Guarantee (BG).** The scan copy of the Bank Guarantee (BG) to be uploaded at the time of submission of bid documents and it will be consider for Technical bid evaluation and the original Bank Guarantee should be submitted

to Office of the Executive Engineer (Elec), Electrical Division, Bangalore Development Authority, Kumara park west layout, T.Chowdaiah road, Bangalore 560020 at the time of opening of the Technical bid for verification and the non-compliance of the same leads to the rejection of the Technical bid format for BG is attached below Form C.

i) Credit Card
ii) Direct Debit Card
iii) National Electronic Fund Transfer (NEFT)
iv) Over the Counter (OTC)

NEFT Payment Procedure

If a Tenderer chooses to make a payment of EMD/Tender Processing fee using Reserve Bank of India‟s (RBI) National Electronic Fund Transfer (NEFT) system, the tenderer will need to log into e-Procurement system access the Tender for which bid is being created and then select the NEFT option under the payment section and print the challan shown in the section. The printed challan will have the Unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The Tenderer shall submit the printed challan to its bank branch (NEFT enabled) and request for an account to account transfer. Wherein the money will get transfer from the Tenderer bank account to GOK‟s Bank Account. The tenderer shall ensure that NEFT Transfer instruction are executed and the funds are wired to the Government of Karnataka‟s Principal Account before the Last Date for Bid submission and preferably 24 hours before the last date for Bid submission. If the tenderer/wires money after the last date for Bid submission the Tenderers bid will be liable for rejection. Upon executing the transfer, the tenderers bank will provide reference number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tendered in the payment section of its bid as payment confirmation before the bid is submitted i.e as a pre requisite for bid submission, the account number from which the Funds were transferred shall be input in the e-Procurement system as part of its Bid also.

OTC Payment Procedure

If a tenderer choose to make payment of EMD / Tender Processing Fee over the counter OTC in the any of the designated Axis Bank Branches listed in the e-Procurement website (www.eproc.karnatak.gov.in), the tenderer will need to log into e-Procurement system, access the Tender for which bid is being created and then select the OTC option under the payment section and print the challan shown in the section. The printed challen will have the Unique bid Reference and the amount to be remitted along with the challan. The Tenderer can choose to make the payment either in the form of cash share in the form of Demand Draft. Cheque payment will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the unique bid reference Number printed in the challan in the bank software. Upon successful receipt of the payment the bank will provide a Digit Reference Number acknowledging the Receipt of payment this 16 digits reference number has to be input by the Tenderer in the payment section of its as payment Confirmation before the bid is submitted i.e as pre requisite for bid submission.

13.2 The Tenderer‟s Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 in the Government of Karnataka‟s Central Pooling Account held at Axis Bank.

13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clausesabove shall be rejected by the Employer as Non Responsive.

13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned within 30 days of the end of the Tender Validity Period as specified in Sub Clause 12.1.

13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only after Entering into the Agreement.

13.6 The Earnest Money Deposit may be forfeited

(a) If the Tenderer withdraws the Tender after Tender Opening during the Period of TenderValidity;

(b) If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or

(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

Furnish the required Security Deposit.

14. **Format and signing of Tender: Submission of tenders shall be only by electronic means (By e-procurement)**

14.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these *Instructions to Tenderer,* and clearly marked "**ORIGINAL**" and "**COPY**" as appropriate. In the event of discrepancy between them, the original shall prevail.

14.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialled by the person signing the tender.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders : Submission of tenders shall be only by electronic means (By e-procurement)

15.1 The tender comprises of (i) Technical Bid and (ii) Financial Bid. Technical bid should contain (a) EMD (b) Details of information and documents in respect of Experience and past performance in the execution of contract (c) Capability with respect to personal, construction equipments and financial statements in the form of Annual audited accounts, annual turnover certified by the Chartered Accountant for the financial years from 01-04-2005 onwards to till date. Financial bid should contain only price bid.

15.2 The inner and outer envelops shall**(Not Applicable)**
Be addressed to the employer at the following Address: Executive Engineer (Elec) Electrical Division BDA, K.P West, T. Chowdaiah Road, Bangalore-560 020.
Bear the following identification

15.3 Bidders / contractors should attach all the scanned copies of certificates pertaining to their pre-qualification.

15.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer by e-procurement at the address specified no later than the time and date notified.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Late tenders will not be accepted in e-procurement system.

18. Modification and withdrawal of tenders.

18.1 Deleted

18.2 Deleted
18.3 No Tender may be modified after the dead line for submission of tenders.
18.4 Withdrawal or modification of a tender between the deadline for submission of Tenders and expiration of the original period of Tender validity specified in clause 12.1 above or as extended pursuant to clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to clause 13.
18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modification in accordance with this clause, or included in the original tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The employer will open 1st cover of all the tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the tenderers or their representatives who chose to attend at 4.30pm on the date and place specified in clause 16. In the event of the specified date of Tender opening being declared a holiday for the employer, the tender will be opened at the appointed time and location on the next working day.

19.2 Deleted

19.3 The tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the employer at the opening. Late and withdrawn tenders will be returned unopened to the tenderers.

19.4 The employee shall prepare minutes of the tender opening, including the information

disclosed to those present in accordance with sub-clause 19.3

19.5 The Second cover of all the tenderers including modifications for second cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenders or their representatives. The large cover shall be kept in safe custody by the employer.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; {b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[16]

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 Deleted

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No tender shall be rejected at Tender Opening.

20.4 The Employer shall prepare minutes of the Financial Bid opening, including the information disclosed to those present in accordance with Sub-Clasue 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be

disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the tenderer to influence the employer in the employer’s tender evaluation,
Tender comparison or contract award decisions may result in the rejection of the Tenderer’s Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

23.3

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[17]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.1.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to Clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29 Performance security.

29.1 Within 20 days of the receipt of the letter of acceptance the successful tender shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to **5% of the contract price plus additional security for unbalanced tenders** in accordance with clause 25.5 of ITT and clause 43 of conditions of contract.

Banker‟s Cheque / Demand Draft / Pay Order in favour of The Commissioner, BDA, Bangalore payable at Bangalore or Bank Guarantee in the Form given in Section 11. Specified Small Saving Instruments pledged to The Commissioner, BDA, Bangalore.

29.2 If the security deposit is provided by successful tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled Bank.

29.3 Security Deposit if furnished in demand draft can, if requested, be converted interest-bearing securities at the cost of the contractor.

29.4 Failure of the successful tenderer to comply with the requirement of sub-clause 29, I shall constitute sufficient grounds for cancellation of award and forfeiture of the earnest money deposit.

30. Advance Payment and Security: (Not applicable)

30.1 Deleted.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK -contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 a) Constitution or legal status of Tenderer [Attach copy] .

Place of Registration _____ (Attach Copy)

Principal place of business: _____

b)Class-1Electrical Contractor License or Super Grade Electrical Licence issued by Govt. Electrical Inspectorate Govt. Of Karnataka.

c) Income Tax Filing

d) GST Registration Certificate

e) ESI and PF Registration.

f) Labour Registration Certificate.

1.2 Total value of electrical engineering
Works executed and payments received in the last five years
(In Rs. Lakhs) [19]
Attach Certificate from Chartered Accountant

2018-19 _____

2019-20 _____
2020-21 _____
2021-22 _____
2022-23 _____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Note: Employer's certificate of completion of work should be furnished as proof of having executed above works in Table 1.3

1.4

i) Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: during the Financial Years (2018 – 19, 2019 – 20, 2020 – 21, 2021-22 & 2022-23)the following.

i) Supply & erection of Transformer centre-08 Nos
ii) Supply & erection of 9mtr RCC/PSCC/PSC pole-32 Nos
iii) Drawing of HT/LT Overhead lines- 7.90Km
iv) Repair /Maintenance/ making of transformer, Transformer centre earthing-75Nos
v) Supply & Drawing/laying of cable-2.4 Km
vi) Supply & filling up of Transformer oil-7.84 KLtrs

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works[21] remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below. **Not Applicable**

Sl. No.	**Type of Equipment**
1.	
2.	
3.	

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years.

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price. **(Not applicable)**

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work[23]

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be, adopted, justifying their capability of execution and completion of the work as per technical .specifications within the stipulated period of completion as per milestones.

AFFIDAVIT

Mandatory Conditions/requisites shall be fulfilled by the successful Bidder. Hence the duly signed affidavit comprising the depicted details there in shall be submitted (Up loaded through e-portal) by the bidder/ participant in Rs 200/- Value Stamp Paper along with other binding documents. Failing to submit the solemnly declared & duly signed affidavit with the given content shall be rejected.

Affidavit

If I Would become a Successful bidder, here by I am solemnly ascertaining that myself /Our Agency is committed and obliged to the fallowing Conditions:

1) Execute Inventory work of the fallowing with painting and numbering of the poles (As per the format facilitated by the Executive Engineer):
   - i) Single line diagram of 11 KV feeders
   - ii) DTC wise LT circuit details.
   - iii) DTC location details/address with GPS Co-ordinates
   - iv) Over all layout electrical network sketch.

   (After being awarded the Contract of this work, within the 60 days from the date of contract I/We shall fulfil/Furnish/Carry out this obligatory function).
2) Shall furnish the Original and Computer generated invoices and e-way bills. Obliged to provide the invoices having the information of a) purchased date, purchased for the Work, BDA in particular.
3) Binding to provide the material purchase information and tender the periodical inspection request throughout the contract period.
4) Shall adhere to repair & Maintenance of all existing Electrical infrastructure without claiming extra charges if any addition quantities comes across..

Failing to be in compliance to the above conditions The Executive Engineer

(Electrical), Electrical Division, BDA may terminate the contract at any time without giving further time and notice. Further penalty for the non execution/ negligence in carrying out the intended work shall be imposed as deemed to be fit and same shall be borne by Myself/Our agency.

Date: sd/-

Place:

Name of the Contractor/Agency

(Address Details with Seal)

BANKER'S CERTIFICATE

This is to certify that M/s _____, is a reputed company with a good financial standing. If the contract for this work, namely ***Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.,*** is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs._____ to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank, Senior Bank Manger

Address: _____

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

" *Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.*."

Tender

To: Executive Engineer (Elec),
Electrical Division,
BDA, Bangalore.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs. _____

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully
Authorized Signature:
Name and Title of Signatory:
Name of Tenderer:

Address:

To be filled in by the Employer before issue of the Tender Document.

To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender.

Letter of Acceptance

(Letter Head Paper of the Employer)
Date:
To: [Name and Address of the Contractor]
Dear Sirs

This is to notify you that your Tender dated **NO. BDA/2023-24/EL/Work-Indent34 Date:12.03.2024** for execution of "***Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.***" for the Contract Price of Rs. _____ as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause 25.5 of ITT, in the form detailed in Clause No. 29.1 of ITT for an amount of Rs. _____ within 20 days of the Receipt of this Letter of Acceptance valid up to 30 days from the Date of Expiry of Defects Liability Period and sign the Contract, failing which action as stated in Clause No. 29.4 of ITT will be taken.

Yours faithfully
Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to Proceed with the Work

(Letter Head of the Employer)

Date:
To: [Name and Address of the Contractor]
Dear Sirs

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for "***Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.***"for a Contract Price of Rs. _____ you are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully
(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

This Agreement, made on the ____ day of _____ 2024, between Executive Engineer (Elec), Electrical Division, BDA, Kumara park west, T.Chowdaiah road, Bangalore - 500020 on behalf of Commissioner Bangalore Development Authority Bangalore. Kumara Park West, T.Chowdaiah Road Bangalore – 560020. (herein after called “the Employer”) of the one part and (Name of the company) Bangalore (hereinafter called “the Contractor”) of the other part.

part and M/s,. _____, Bangalore (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous for ***Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.*** NO.BDA/2023-24/EL/Work_Indent34 Date:12.03.2024 (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects there in for 2 years at a Contract Price of Rs. _____

NOW THIS AGREEMENT WITNESSETH as follows.

1. In this Agreement, Words and Expression shall have the same Meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the Payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any Defects therein in conformity in all aspects with the Provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the Execution and Completion of the Works and Remedying the Defects wherein the Contract Price or such other Sum as may become payable under the Provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Deleted
5. The following Documents shall be deemed to form and be read and construed as part of this Agreement, viz.

i) Letter of Acceptance.
ii) Notice to proceed with the Works.
iii) Contractor‟s Tender.
iv) Contract Data.
v) Conditions of contract (including Special Conditions of Contract).
vi) Specifications.
vii) Drawings.
viii) Any other Document listed in the Contract Data as forming part of the Contract.

In witness whereof the Parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the Presence of
Signed, Sealed and Delivered by the said _____
in the Presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

Page No.

A. General
1 Definitions
2 Interpretation
3 Law governing contract
4 Employers decisions
5 Delegation
6 Communications
7 Subcontracting
8 Other Contractors
9 Personal
10 Employer's and Contractor's risks
11 Employer's risks
12 Contractor's risks
13 Insurance
14 Site Investigation Report
15 Query about Contract Data
16 Contractor to construct the Works
17 The Works to be completed by Intended Completion Date
18 Approvals by the Employer
19 Safety
20 Discoveries
21 Possession of the Site
22 Access to the Site
23 Instructions
24 Procedure for resolution of disputes

B. Time Control
25 Program
26 Extension of the Intended Completion Date
27 Delays ordered by the Employer
28 Management meetings

C. Quality Control
29 Identifying defects
30 Tests
31 Correction of defects
32 Uncorrected defects

D. Cost Control
33 Bill of Quantities (BOQ)
34 Variations
35 Payment for Variations
36 Submission of bill for payment
37 Payments
38 Compensation events
39 Tax
40 Price Adjustment
41 Liquidated damages
42 Advance Payments
43 Securities
44 Cost of repairs

E. Finishing of Contract
45 Completion
46 Taking Over
47 Final account
48 As built drawings and / or Operating and Maintenance Manuals
49 Termination
50 Payment upon termination
51 Property
52 Release from performance

F. Special Conditions of Contract

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks, which this Contract states are Employer’s risks, and the Contractor carries, the risks, which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or a cause due solely to the design of the Works, other than the Contractor's design; or

(b) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

could not have reasonably foreseen; or

could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the "Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works.

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by1he date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by employer to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for ail the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract

Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price, The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm in it in writing within 30days, failing which the work shall be carried out as though there is no variation in case variation is approved it shall be accompanied by BOQ failing which the contractor shall be a responsible for deviation if any. Further, approval of the Authority has to be obtained for variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 25% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit

his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress.
For progress beyond the agreed programme payment is subject to availability of grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer's Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and / or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:(Not applicable)

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.29

(a) The price Adjustment shall apply for the work done from the date *of* commencement up to the end of original period of completion or extension is granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from tile date of opening of tenders (original or extended);

(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of Liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments (Not applicable)

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalised / Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest without be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or the documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The tender whose tender may be accepted shall pay an earnest money deposit @ of estimated value of work and shall permit the Employer to deduct the Security deposit @ of all moneys payable for work done under the contract, the time of making such payments to him/them and to hold such deductions as Further Security Deposit.

43.2 The Further Security Deposit will be refunded to the Contractor only after completion of the defects liability period without any interest. The bid security amount (Earnest Money Deposit) will be refunded only after successful completion of defects liability period.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and / or Operating and Maintenance Manuals

48.1 If ''as built"[30] Drawings and / or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data, from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bin for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as

possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by tile State or the Central Government or the local authority .The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules

made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Commissioner, BDA out of panel of Arbitrators (who shall be an Engineer) of Indian Council of Arbitration or Indian Road Congress or National Highways Authority of India.

(b) Arbitration proceedings shall be held at Bangalore, Karnataka, India.

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the 'arbitration proceedings and payments due to the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

G. ADDITIONAL CONDITIONS OF CONTRACT (ELECTRICAL)

1. Scope of work include bidder should obtain required approval from BESCOM/KPTCL/TELECOM/RAILWAYS/BBMP/KRDCL/GAIL/GGL/BWSSB/BMRCL/NHAI /PWD and other competent public authorities regulation and also required to obtain necessary Electrical inspectorate (GOK), BESCOM, KPTCL etc approval and hand over the entire distribution network to BESCOM/KPTCL.

2. Bidders should use the BESCOM/KPTCL vendor approved materials by obtaining prior approval from BDA Electrical Division.

3. Bidder should get the BESCOM QS & S approval for all the materials utilized in the BESCOM distribution network and KPTCL TA&QC and other approvals for the all materials used for KPTCL works.

4. Bidders should submit all the test certificates for the materials utilized for the electrification work to the engineer in charge of the work.

5. During the Defect Liability Period (DLP) the bidder should maintain the distribution in the Healthy/Charged condition. If any Theft/damge/fault of the distribution network occurs it’s the sole responsibility of the bidder to restore the power supply within 24Hours by duly observing all the procedures.

6. If the Bidder has not corrected the defect within the time specified in the employer notice, the employer will assess the cost of having the defect corrected and the bidder will pay this amount.

7. The Bidder has to make arrangements for inspection of the materials approved by the competent authority at the manufacturer’s site at his own cost.

8. All the materials used for maintenance work shall conform to BIS/ISI/IEEE standard specification and such other standard as may be prescribed by the Engineers-in-charge of the work & shall be from group – 1 of KPWD electrical SR and shall be executed as per the specification of BESCOM/KPWD Electrical and as directed by the Engineers-in-charge of the work.

9. Under no circumstances whatsoever shall bidder be entitled for any compensation from BDA on any account of accidents to their personnel, public, property on the work site.

10. JURISDICTION: In all matters connected with the contract, courts in Bangalore alone will have the jurisdiction.

11. Bidder shall adhere to KERC Rules and Regulations and BESCOM Regulations while carrying out work.

12. For any disputes arising out of this contract, decision of the Commissioner BDA is final and binding on the contractor.

13. Any dispute between the staff employed by the Bidder and the Bidder shall be amicably settled as per the prevailing Labour Law. The B.D.A. is not responsible to intervene/ solve the dispute. However if for the reason of the said disputes, the B.D.A. reserves the right to terminate the Contract and forfeit the Security Deposit.

14. Bidder shall be solely responsible for the safety and security of the personnel engaged by him for carrying out the work. All safety precautions shall be taken to safe guard the life and properly in DLP period.

15. Bidder shall strictly follow the rules laid down by Electrical Inspectorate, Labour Commissioner. B.D.A. will not be responsible for any dispute arising there on.

16. B.D.A. will not be responsible for any unforeseen incidents, mishaps, accident to the employees appointed and engaged during the DLP period.

17. Bidder shall employ the electricians having electrical wireman permit certificates with valid permits issued by the Electrical inspectorate to Government.

18. The bidder should satisfy all KW-4 tender document procedures along with the Special conditions of Contract pertains to electrical works

19. KPTCL/BESCOM, from time to time, may issue circulars indicating the Approved Vendors in respect of certain equipments/materials. In respect of such Vendors, the Total / Partial Turnkey Contractor need not furnish the qualifying data. The criteria for vendor approval are uploaded in the KPTCL website and amendments thereon.Website - www.kptcl.com, with hyperlink: tendering & procurement wing (Download-Vendor Registration Form).

20. Not with standing anything stated above or elsewhere in the Tender specifications, BDA reserves right to assess the Capability / suitability of the Bidder to perform the overall contract should the circumstances warrant such assessment in the overall interest of BDA.

21. Necessary Pre-commissioning tests by KPTCL/BESCOM and other shall be got done by the Contractor and the testing fee will be borne by Bangalore Development Authority.

22. The Contractor shall strictly follow Line-clear procedures of KPTCL &BESCOM while executing the work and all safety precautions shall be followed strictly. Contractor shall be solely responsible for accidents of any kind to their staff or the general public and loss of property during execution of works.

23. The system shall be handed over to KPTCL & BESCOM after completion of the work and the final bill will be admitted only after completion, commissioning& handing over the work in full and production of certificate to this office as proof.

24. Necessary approvals from Electrical Inspectorate & Competent Authority shall be obtained by the contractor after observing due formalities.

25. The BOQ uploaded in Eprocurement portal is inclusive of GST on Material, Erection &Labour portions.

26. The Bidder after successful completion of the works should hand over the electrical network assets to competent Authority and submit to BDA the acknowledged copy of the same.

27. The Bidder has to complete the work by commissioning and should handover the commissioned assets to BESCOM duly following BESCOM norms and should submit the copy of the Certified Joint Inventory statement to BDA.

28. The Defect Liability period will be for a period of 1 year from the date of commissioning and handing over of assets to BESCOM by Completing the Joint Inventory.

29. The Bidder can pay the statutory charges on demand note from BESCOM, KPTCL, BBMP, Local Panchayats related to execution of the project and later can claim the same by submitting the demand note and payment receipts at the time of running bills/final bill.

31. The Bidder has to submit the Invoices, Test Certificates and Inspection reports of the approved materials from BDA Electrical Division at the time of payment or during claiming of the Running Bills.

32. All the materials proposed to be utilised for the work has to procure specifically for this project and bidder should submit the Invoice, Delivery Challan, Test Reports, Approval and Inspection reports and other documents addressing to the project site.

SECTION-6: Contract Data:

The following documents are also part of the Contract

<table>
<tr><th>Sl No.</th><th></th><th></th><th>Clause Reference</th></tr>
<tr><td>1</td><td colspan="2">The Schedule of Operating and maintenance Manual.</td><td>48</td></tr>
<tr><td>2</td><td colspan="2">The methodology & program of construction</td><td>25</td></tr>
<tr><td>3</td><td colspan="2">Site Investigation report</td><td>14</td></tr>
<tr><td>4</td><td colspan="2">Schedule of key and critical equipments to be deployed on the work as per agreed program of works</td><td>25</td></tr>
<tr><td>2.</td><td>The Employer is :</td><td>Name : Bangalore Development Authority, Address : T. Chowdaiah Road, KumaraparkWest, Banglaore, represented by the Executive Engineer (Elec) Electrical Division, BDA, Bangalore.</td><td>1.1</td></tr>
<tr><td>3.</td><td>Name of Contract :</td><td>Extension of HT/LT lines, reconditioning / repairs of Distribution Transformers and connected accessories at 1 to 8 Blocks and Further Extension 9 to 12th Block of Anjanapura Layout, BDA, Bangalore.</td><td>1.1</td></tr>
<tr><td>4.</td><td>Identification number of contract</td><td>NO.BDA/2023-24/EL/Work_Indent34 Date:12.03.2024.</td><td>1.1</td></tr>
<tr><td>5.</td><td>The works consist of</td><td>1. The said project, which includes following items.
i) Supply & installation of 9mtr RCC DP structure.
ii) Supply & Stringing of coyote/Rabbit conductor.
iii) Supply & Stringing of AB cable.
iv) Repair of failed 100KVA & 250KVA Distribution transformer.
v) Supply & Errection of RCC/PSC poles</td><td></td></tr>
<tr><td>6.</td><td>The start date</td><td>The start of date shall be the date of issue of notice to proceed with the work.</td><td></td></tr>
<tr><td>7.</td><td>The intended completion period for the whole of the works</td><td>The intended completion period for the whole of the works is 12 months with the following milestones
<table>
<tr><th colspan="3">Milestone Details:</th></tr>
<tr><td>Milestone 1</td><td>Approvals and Material Procurement</td><td>2 Months</td></tr>
<tr><td>Milestone 2</td><td>Complete execution of</td><td>10 Months</td></tr>
</table></td><td></td></tr>
</table>

			work, commissioning of site and handling over to BESCOM		
8.	The site possession date	The Site Possession Date is the date of issue of notice to proceed with the work			21
9.	The site is located	The Site is located in Bangalore.			1.1
10.	The Defects liability period	The defects liability period is 1 year			31
11.	Insurance requirement are as under :				13

	Type of Cover	**Minimum cover**
(i)	Works and of plant and material	The sum stated in the agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third party personal injury of death insurance	Full replacement cost
(iv)	Personal Injury or death insurance a) For 3rd party. b) For Contractors employees or labour	 Rs.5 Lakhs per person. In accordance with statutory requirements applicable to Karnataka.

The liquidated damages for the whole of the works are 0.1% of the contract price per day and that for the milestones are as under:

For Milestone 1: Rs. _____ per day [41]
For Milestone 2: Rs. _____ per day

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]
The amounts of the advance payment are: **Not Applicable** [42]

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	of the Contract price	On submission of un-conditional Bank Guarantee.(to be drawn before end of 20% of Contract period)

Repayment of advance payment for mobilization: **N/A** [42]

The advance loan shall be repaid with percentage deductions from the interim payments certified by the Engineer under the Contract. Deductions shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached not less than 15 percent of the Contract

Payment of bills to the contractor: Up to 80% will be paid based on the % Percentage of work portion executed and balance 20% will be released only after testing, obtaining approvals from BESCOM/KPTCL& Electrical Inspectorate, commissioning and handing over the system to BESCOM/KPTCL under due acknowledgement.

The amount to be withheld for failing to supply ''as built"[60] drawings or supply of Operation and Maintenance Manuals by the date required is **Rs. 25,000/-** [48]

The following events shall also be fundamental breach of the contract: [49.2]
The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the [50.1]

Employer's additional cost for completing the Works shall be 50 percent.

Section-7 Specifications

Follow the present BESCOM/KPTCL Technical specifications and Electrical inspectorate present guidelines.

SECTION 8: DRAWINGS

Adopt the present BESCOM/KPTCL Drawings and Electrical inspectorate present guidelines.

SECTION 9: BILL OF QUANTITIES

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs.)		Amount (Rs.)
				In figures	In words	
Total Tender Price _____(in figures)						
Rupees _____ (in words)						

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1(b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To:
_____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract').

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THERF.FORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]*[63] Rupees _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]*[64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address: _____
Date _____

SECTION 11: FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ for the work of _____ *[name of work]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto Commissioner , Bangalore Development Authority, Bangalore *[Name of the Employer]* (hereinafter called "the Employer") the sum of (Rs.in words)_____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.
SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.
THE CONDITIONS of the obligation are :

i. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
ii. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
    1. Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
    2. Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 135 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature and seal of the guarantor _____
Name of Bank _____
Address: _____

Witness _____ Seal _____

_____
[Signature, name and address]